

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
MIDLAND DIVISION

KEVIN GRIFFIN, Individually and for Others
Similarly Situated,

Case No. 7:17-cv-15

Plaintiffs,

v.

MESQUITE OIL TOOLS, INC.,

Defendant.

COMPLAINT

SUMMARY

1. Mesquite Oil Tools, Inc. does not pay certain employees overtime as required by the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, *et seq.* (the FLSA).
2. Rather than pay overtime, Mesquite improperly classifies these workers – known as “tool hands” - as exempt, and pays them on a salary basis.
3. Because these workers work far more than 40 hours a week, Kevin Griffin and the other tool hands are entitled to recover their unpaid overtime as well as other damages.

JURISDICTION AND VENUE

4. This Court has federal question jurisdiction under 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).
5. Venue is proper because Griffin worked, and was denied overtime, in this District and Division. Mesquite maintains an office at 8007 West Industrial Ave., Midland, TX 79706.

PARTIES

6. Griffin worked for Mesquite as a tool hand. His written consent is attached.
7. The “FLSA Class Members” are all tool hands employed by Mesquite in the last 3 years.
8. Mesquite is an oilfield services company “established in 1985” with “locations in Snyder, Midland, and Denver City, Texas.” It can be served through its registered agent.

FACTS

9. Mesquite is an oilfield service company with operations in Snyder, Midland, and Denver City, Texas.
10. Mesquite services a wide area covering most of Texas, eastern New Mexico and southern Oklahoma.
11. Mesquite services contracts with major oil companies as well as independents.
12. Mesquite’s products are designed with purpose to help operators increase efficiency and performance downhole.
13. For each of the past 3 years, Mesquite’s gross revenues have exceeded \$1 million.
14. Mesquite’s employees routinely use, handle, sell, or work on vehicles, packers, telephones, and hand tools that were produced for interstate commerce or actually traveled in interstate commerce.
15. Mesquite is covered by the FLSA and has been for each of the last 3 years.
16. Mesquite is therefore obligated to pay its non-exempt employees overtime under the FLSA.
17. And it employs dozens of workers.
18. Griffin started working for Mesquite in July 2015.
19. Griffin stopped working for Mesquite in late 2015, when he went out on medical leave.
20. During his employment, Griffin regularly worked more than 40 hours a week.

21. In fact, Griffin regularly worked 60, or more, hours in a week.
22. Mesquite required Griffin to report the number of hours he worked.
23. Mesquite's records show Griffin averaged more than 12 hours of work each day.
24. Mesquite's records show Griffin regularly worked 5 or 6 days in a week.
25. Mesquite's records show Griffin regularly worked more than 40 hours in a week
26. Mesquite knew Griffin was working more than 40 hours a week.
27. But Mesquite did not pay Griffin overtime.
28. Instead, Mesquite paid Griffin a salary, with no additional pay for overtime hours he worked in the field.

29. Griffin primary job duty was to ensure the proper operation of tools belonging to Mesquite.
30. Griffin did not supervise other Mesquite employees.
31. Griffin was not responsible for hiring, firing, promoting, or evaluating other Mesquite employees.
32. Griffin carried out the day to day production work of Mesquite's core business.
33. Griffin's job duties were typical of a tool hand employed by Mesquite.
34. Despite knowing the FLSA's requirements and that Griffin regularly worked more than 40 hours in a workweek, Mesquite does not pay him overtime.

COLLECTIVE ACTION ALLEGATIONS

35. In addition to Griffin, Mesquite employed dozens of other oilfield service workers who it classified as exempt.
36. Like Griffin, Mesquite paid these workers a salary, with no overtime for hours worked in excess of 40 in a week.

37. These FLSA Class Members performed the job duties similar to Griffin's and they were subjected to the same unlawful pay policy.

38. The FLSA Class Members are similarly situated to Griffin.

39. The FLSA Class Members should be notified of this action and given the chance to join pursuant to 29 U.S.C. § 216(b).

CAUSE OF ACTION - VIOLATION OF THE FLSA

40. By failing to pay Griffin and the FLSA Class Members overtime at 1 and 1/2 times their regular rates, Mesquite violated the FLSA.

41. Mesquite owes Griffin and the FLSA Class Members overtime wages equal to 1/2 their regular rates for each overtime hour worked during the last three years.

42. Mesquite knew, or showed reckless disregard for whether, its failure to pay overtime violated the FLSA.

43. Mesquite's failure to pay overtime to Griffin and the FLSA Class Members was, and is, willful.

44. Mesquite owes Griffin and the FLSA Class Members for an amount equal to all unpaid overtime wages as well as liquidated damages.

45. Griffin and the FLSA Class Members are entitled to recover all reasonable attorneys' fees and costs incurred in this action.

JURY DEMAND

46. Griffin demands a trial by jury.

PRAYER

Griffin prays for relief as follows:

1. An order allowing this action to proceed as a collective action under the FLSA and directing notice to the FLSA Class Members;

2. Judgment awarding Griffin and the FLSA Class Members all unpaid overtime compensation, liquidated damages, attorneys' fees and costs under the FLSA;
3. An award of pre- and post-judgment interest at the highest rate allowable by law; and
4. All such other and further relief that Griffin and the FLSA Class Members are justly entitled.

Respectfully submitted,

BRUCKNER BURCH PLLC

/s/ Rex Burch

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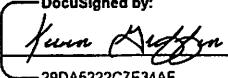
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ATTORNEYS IN CHARGE FOR PLAINTIFFS

CONSENT TO JOIN WAGE CLAIM

Print Name: Kevin Griffin

1. I hereby consent to participate in a collective action lawsuit against **Mesquite Oil Tools, Inc.** (and its related entities) to pursue my claims of unpaid overtime during the time that I worked with the company.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act, and consent to be bound by the Court's decision.
3. I designate the law firm and attorneys at BRUCKNER BURCH PLLC as my attorneys to prosecute my wage claims.
4. I authorize the law firm and attorneys at BRUCKNER BURCH PLLC to use this consent to file my claim in a separate lawsuit, class/collective action, or arbitration against the company.

Signature: 
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